

**SOLID WASTE AGENCY OF LAKE COUNTY, IL  
BOARD OF DIRECTORS  
THURSDAY, MARCH 26, 2009 - 7:00 P.M.  
HAINESVILLE VILLAGE HALL  
100 N. HAINESVILLE ROAD, HAINESVILLE, IL 60030**

**AGENDA**

1. **CALL TO ORDER**.....Chairman
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**.....Secretary
4. **APPROVAL OF MINUTES**.....Committee  
4.1 Minutes of January 22, 2009
5. **PUBLIC COMMENT**
6. **NEW AGENDA ITEMS**
7. **PRESENTATION – Alternative Technology**
8. **BOARD ITEMS** .....Executive Director

**Consent Items**

1. Expenditure Report

**Action Items**

1. City of Highwood – Request to be SWALCO Member
2. Insurance Renewal
3. Electronics Collection Agreements with Cuba and Warren Townships

**Information Items**

1. Legislative Update
2. Recycling Guidelines Initiative
3. Status of the Citizens Advisory Committee (CAC) and Plan Update
4. April/May Household Chemical Waste Collection (HCW) Events
5. 2008 Residential Electronics Collection Program Summary
6. Health Department Report
7. Projects and Programs Update

9. **BOARD MATTERS**
10. **EXECUTIVE SESSION - IF NEEDED**
11. **ADJOURNMENT**

## MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL  
BOARD OF DIRECTORS  
THURSDAY JANUARY 22, 2009 7:00 P.M.  
100 N. HAINESVILLE ROAD, HAINESVILLE, IL

MEMBERS ATTENDING; See Attachment 1, *Sign In Sheet*, and Attachment 2, *Voting Record*.

### PLEDGE OF ALLEGIANCE

### CALL TO ORDER

Chairman Mount called the meeting to order at 7:05 p.m. with 26 members present.

Chairman Mount asked for any new members to stand and introduce themselves.

Diana O'Kelly, Lake County Board  
Chris Martin, Lake Barrington

Chairman Mount thanked Vice Chair, Glenn Ryback, for chairing the previous board meeting.

### APPROVAL OF MINUTES

Motion by Lake Barrington, seconded by Island Lake to approve the minutes of November 20, 2008. Motion was approved.

### PUBLIC COMMENT

None

### NEW AGENDA ITEMS

None.

### BOARD ITEMS

#### Action

1. Expenditure Report

Motion by Wadsworth, seconded by Riverwoods to approve the Expenditure Report.  
Motion was approved on a roll call vote of 26 to 0.

## 2. Planning Consultant Recommendation

Mr. Willis reported that the Executive Committee voted unanimously to recommend Shaw Environmental as planning consultant to assist with the 2009 SWALCO Plan Update. Shaw will concentrate on getting new and updated waste generation data.

Mr. Willis explained that Shaw Environmental has conducted numerous studies in Illinois.

Mr. Street, Deerfield, stated that the Executive Committee felt that this team was well prepared and have a lot of experience specifically in Illinois.

Motion by Deerfield, seconded by Highland Park to approve a contract with Shaw Environmental, at a cost not to exceed \$20,000, to assist with the 2009 Plan Update. Motion was approved unanimously

## 3. 2009 Legislative Policy

Mr. Willis explained the enhanced role of the SWALCO lobbyist. Mr. Kip Kolkmeier will expand his duties to actively attempting to enact legislation as opposed to solely monitoring legislation. The Executive Committee, in December, authorized Mr. Willis to initiate discussions and enter into a contract addendum with Mr. Kolkmeier regarding expanding his duties for an additional \$15,000.

We have a tentative agreement with Senator Link on a Construction & Demolition (C&D) bill to allow C&D facilities to be built in Lake County if we want. Currently, these facilities have to go through a state siting process which is expensive. SWALCO would like to see the siting of these facilities to be at the local zoning level.

On the State level, the three primary legislative initiatives will be increasing the local surcharge and/or limiting the wastes exempt from the fee; removing siting barriers for C&D recycling facilities; and removing siting barriers for food scrap composting sites.

Mr. Norris, Riverwoods, reported that the Legislative Breakfast would be held on February 13<sup>th</sup> at 9:00 at Key Lime Cove in Gurnee. He asked the board members to RSVP to Barb Amadei.

Motion by Round Lake Park, seconded by Lake Bluff to approve the 2009 Legislative Policy. Motion was approved on a vote of 25 ayes and one present (Lake County).

## Information

1. SWALCO Coordinating Reuse-A-Shoe Program (RAS) for Lake County  
Merleanne Rampale, Public Information Officer, updated the board on the RAS program. There are now year-round collection points. She asked the board members to call her if they

were interested in having a year-round collection point in their Village/City.

2. SWALCO Website

Ms. Rampale updated the board on the SWALCO Website. It is being updated constantly and asked for any input from the members to be sent to her. She explained that there are a lot of parameters with the website and many things the software program will not let her accomplish.

3. 4<sup>th</sup> Quarter Per Ton Payment

Pete Adrian, Recycling Coordinator, reviewed the 4<sup>th</sup> quarter report. He explained that the recycling market is down. We need to encourage people to recycle. Recycling increases when residents are offered covered recycling totes. He encouraged the members to put a link to the SWALCO website on the front page of their website, so residents do not have to search for it.

Mr. Willis explained that SWALCO is designing guidelines for recycling to be given to all residents. It will be used as an educational tool.

4. 2008 HCW Annual Report

Steve Nelson, Household Chemical Waste (HCW) Engineer, reviewed his annual report. He stated that this program is in its 11<sup>th</sup> year. In 2008 there were 31 collections - a combination of mobile and drop-off. There is also oil collection at Lake Zurich and Port Barrington; and paint collection at Ela Township

Residents can now bring medicines and pharmaceuticals to our collections.

It was mentioned that Walgreens and/or Walmart take back medicine. Mr. Willis asked the members to report to us if they know of a business that takes back medicine and we will put it on our website.

5. 2009 HCW Collection Event Schedule

Mr. Nelson reviewed the proposed 32 dates for the 2009 HCW schedule.

The board reviewed the participation charts that were included in the item

6. Health Department Report

Mike Kuhn, Solid Waste Unit Coordinator, Health Department, explained that hydrogen sulfide at the landfills played a part in the odor issue. The odor problem at Countryside Landfill occurred when a vendor brought in wood and wall board. He explained that when the wallboard got wet from the rain it acted like an anaerobic conduit and created methane gas. This material is no longer taken in at the landfill, but they are dealing with the material that is already in the

landfill.

He reported that new wells will help the odor situation. The Health Department has a dedicated phone number for residents with complaints about odor problems. Mr. Kuhn also stated that the air is being monitored at Prairie Crossing. Waste Management is cooperating with the USEPA, Illinois Department of Health, Grayslake, Lake County and SWALCO.

7. Project and Program Update

1. Green Oaks, Third Lake, the five town consortium, and Mundelein are all being helped with their hauling contract issues. Surveys are being done by Lincolnshire, Deer Park and Lake Villa for commercial franchising. The Highland Park commercial franchising contract can be used as a model for any other SWALCO member.
2. Mr. Willis met with Barry Burton, County Administrator, on the landfill surcharge fund and assisting townships with obtaining payment for their recyclables with WMRA. He welcomed Diana O'Kelly to the SWALCO Board.
3. Lake County and SWALCO met with Veolia but negotiations have slowed. The draft agreement is still pending.
4. Grayslake and Lake County hired HDR to do an independent evaluation of the landfill odor issue. This will be a separate evaluation from the Health Department Report.
5. Mr. Willis was on the agenda for the City Council meeting but it was pushed back to the Public Works Committee. Mr. Willis will inform them that the O&M fee is accruing and that they will need to pay or withdraw. Waukegan did sign an agreement to pay the O&M fee for 2008. Only four other members have not paid the O&M fee for 2009.
6. Riverwoods has established a public drop off for fluorescent lamps at the Village Hall. He asked other members to contact him if there would like to do a similar collection in their village.
7. SWALCO is making progress on the informational flyer/handout regarding the rules of residential curbside recycling.
8. The Plastic Bag Recycling Task Force is making progress on establishing the pilot program at retailers in Lake County. A letter was sent out by the task force letting them know about the upcoming program.
9. The first meeting of the Citizen's Advisory Committee will be held January 28 at 7:00 p.m. at the SWALCO Office.

BOARD MATTERS

The next Board meeting will be Thursday March 26, 2009.

The Legislative Breakfast will be Friday February 13, 2009.

ADJOURNMENT

Motion by Highland Park, seconded by Hainesville to adjourn. Motion was approved.

**SOLID WASTE AGENCY OF LAKE COUNTY (SWALCO)**  
**BOARD OF DIRECTORS**

COMMUNITY	REPRESENTATIVE	TITLE
ANTIOCH		
BEACH PARK		
DEER PARK		
DEERFIELD	Kent Street	V. Manager
FOX LAKE		
GRAYSLAKE	MIKE ELLIS	VIL. MANAGER
GREEN OAKS	JOHN WAGENER	TRUSTEE
GURNEE	Tom Hayner	Administrator
HAINESVILLE	Ed Mueller	Mayor
HAWTHORN WOODS		
HIGHLAND PARK	Steven M. Sch	Councilman
ISLAND LAKE	John LITTLE	FINANCE DIRECTOR
KILDEER		
LAKE BARRINGTON	CHRIS MARTIN	VILLAGE ADMINISTRATOR
LAKE BLUFF	Drew J. J. J.	Village Administration
LAKE COUNTY	Diana O'Kelly	Lake County Board
LAKE FOREST	Michael Thomas	Supt. of Public Works
LAKE VILLA	John E. Hall	Trustee
LAKE ZURICH		
LIBERTYVILLE	D. Galt	Trustee
LINCOLNSHIRE	John Scott	Admin.
LINDENHURST	Gene Metyls	TRUSTEE
LONG GROVE	Rene Schmitt	TRUSTEE
MUNDELEIN		
NORTH BARRINGTON		
NORTH CHICAGO	Don Wark	Chief of Staff
PARK CITY		
PORT BARRINGTON		
RIVERWOODS	John Wark	
ROUND LAKE	Charles R. Clark	PW Director
ROUND LAKE BEACH		
ROUND LAKE HEIGHTS	Nichie Faught	Trustee
ROUND LAKE PARK	Marty DeGisi	Trustee
THIRD LAKE	Bob Kowalk	TRUSTEE
TOWER LAKES		
VERNON HILLS		
WADSWORTH	Glenn K. Back	Mayor
WAUCONDA	JACKIE S. S. S.	Dr. of Env. Quality
WAUKEGAN	Virginia Lopez	Trustee
WINTHROP HARBOR		
ZION		
GREAT LAKES	Marcia Lee	ENV. DIV. DIRECTOR NAUSTAG

DATE: 1-22-07

SIGN-IN SHEET

DATE: 1-22-09

## VOTING RECORD

Attachment 2

MEMBER MUNICIPALITY		Consent exp report \$23,990.17		show Gov as consultant for planning \$20,000					
		A	N	A	N	A	N	A	N
ANTIOCH									
BEACH PARK									
DEER PARK									
DEERFIELD	✓	✓		✓					
FOX LAKE									
GRAYSLAKE	✓	✓		✓					
GREEN OAKS	✓	✓		✓					
GURNEE	✓	✓		✓					
HAINESVILLE	✓	✓		✓					
HAWTHORN WOODS									
HIGHLAND PARK	✓	✓		✓					
ISLAND LAKE	✓	✓		✓					
KILDEER									
LAKE BARRINGTON	✓	✓		✓					
LAKE BLUFF	✓	✓		✓					
LAKE COUNTY	✓	✓		✓					
LAKE FOREST	✓	✓		✓					
LAKE VILLA	✓	✓		✓					
LAKE ZURICH									
LIBERTYVILLE	✓	✓		✓					
LINCOLNSHIRE	✓	✓		✓					
LINDENHURST	✓	✓		✓					
LONG GROVE	✓	✓		✓					
MUNDELEIN									
NORTH BARRINGTON									
NORTH CHICAGO	✓	✓		✓					
PARK CITY									
PORT BARRINGTON									
RIVERWOODS	✓	✓		✓					
ROUND LAKE	✓	✓		✓					
ROUND LAKE BEACH	✓	✓		✓					
ROUND LAKE HEIGHTS	✓	✓		✓					
ROUND LAKE PARK	✓	✓		✓					
THIRD LAKE	✓	✓		✓					
TOWER LAKES									
VERNON HILLS									
WADSWORTH	✓	✓		✓					
WAUCONDA	✓	✓		✓					
WAUKEGAN									
WINTHROP HARBOR	✓	✓							
ZION									
GREAT LAKES									
TOTAL		26	26	0	26	0			

✓ on-time O late

Memo to the Board of Directors

March 26, 2009

**Consent - 1. Expenditure Approval**

**ISSUE:** Approve Expenditures

**RECOMMENDATION:** I recommend approval

**TIMING:** Routine

**BACKGROUND:** The Board of Directors authorized the Executive Director to pay expenditures under \$10,000. The Executive Director submits the monthly expenditures to the Board for approval.

The total for Administration - \$33,773.55; Education - \$0; Household Chemical Waste - \$8,373.61; Recycling \$61.07 Affected Area Compensation Fees - \$163,424.37; Total expenditures for February/March 2009 - \$205,632.60

**ENCLOSED DOCUMENTS:** BOSS Expenditure Report

**STAFF:** Barbara Amadei, Executive



Period: Feb-09 To Mar-09

## Administration

Account: 930-9200010-51120-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Part Time Salaries And Wa--

06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	1,106.29
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	854.85
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	1,194.27

Account: 930-9200010-51180-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Special Pay----

06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	533.07
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	533.07
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	533.07

Account: 930-9200010-61010-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Office Supplies----

28-FEB-09 P Card ImportSpreadsheet	2821	Feb 2008 Procur	02/03/2009 OFFICE PLU	27.46
SOLID WASTE AGENCY OF	904194	wablapettycash20	petty cash 2009 1st	293.01

Account: 930-9200010-65180-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Miscellaneous Commodities--

01-FEB-09 Transfer	Spreadsheet 2803	To transfer PCA	To transfer Jan 2009	-35.00
Account: 930-9200010-65180-000-000-000000		SWALCO - Solid Waste Prog-SWALCO Administration-		
Miscellaneous Commodities--				

28-FEB-09 P Card ImportSpreadsheet	2821	Feb 2008 Procur	01/08/2009 GURNEE PIZ	57.90
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Account: 930-9200010-71150-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Consultants-----

County Administrator' 1345	No Data	No Desc	-750.00
Village of Grayslake 1602	No Data	No Desc	-750.00
	End Total	Mar-09	

7,000.00

Account: 930-9200010-71810-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Dues And Subscriptions-----

28-FEB-09 P Card ImportsSpreadsheet 2821      Feb 2008 Procur      01/15/2009 INSTITUTE      70.00

Account: 930-9200010-71910-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-Gas  
For Heating-----

NORTH SHORE GAS CO      903337      wablanorthshoreg      gas for jan-feb 2009      1,521.04

Account: 930-9200010-71920-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Electricity-----

COMMONWEALTH EDISON C      900930      wablacomedec-ja      electric service dec-j      1,917.94  
COMMONWEALTH EDISON C      900930      wablacomedfeb200      electric service for f      1,483.33

Account: 930-9200010-71930-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Water And Sewer Charges-----

NORTH SHORE SANITARY      903342      1359300      sanitary sewer service      5.80

Account: 930-9200010-71940-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Telephone-----

SPRINT PCS	904244	529771819-015	cell phones dec-jan 20	263.17
AT &T	900395	84729918450209	alarm line	34.41
AT &T	900395	84733693400209	telephone charges for	215.47
28-FEB-09 P Card ImportsSpreadsheet 2821		Feb 2008 Procur	01/30/2009 CONFERENCE	37.99

Account: 930-9200010-71970-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Courier Services-----

FEDERAL EXPRESS CORPO	901486	9-070-00851	Federal Express to Dav	20.54
FEDERAL EXPRESS CORPO	901486	9-077-76656	courier service toclif	50.79
FEDERAL EXPRESS CORPO	901486	9-094-21315	courier service to phi	17.62

Account: 930-9200010-72260-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Office Equip Maintenance --

NORTH SHORE BUSINESS	903333	99217	copier maintenance	168.00
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Account: 930-9200010-72530-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Equipment Rental----

24-FEB-09 Accrual	Reverses "To cha	Reverses "To ch	To chargeback 2009 in	-411.50
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Account: 930-9200010-74080-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
H/L/D Employee Benefits----

06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	33.70
06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	2,410.12
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	33.70
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	2,410.12
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	33.70
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	2,410.12

Account: 930-9200010-74100-000-000-000000      SWALCO - Solid Waste Prog-SWALCO Administration-  
Retirement Benefits/FICA----

06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	84.63
06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	990.96
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	65.39
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	990.95

06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	91.36
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	990.95

Account: 930-9200010-74110-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Retirement Benefits/IMRF---

06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	95.03
06-FEB-09 Payroll	Payroll 2785025:	Payroll USD Cor	Journal Import Create	1,065.70

Account: 930-9200010-74110-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Retirement Benefits/IMRF---

20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	73.43
20-FEB-09 Payroll	Payroll 2800920:	Payroll USD Cor	Journal Import Create	1,065.70
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	102.59
06-MAR-09 Payroll	Payroll 2817438:	Payroll USD Cor	Journal Import Create	1,065.70

Account: 930-9200010-79930-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Miscellaneous Contingency--

KIPLUND R KOLKMEIER	902441	wablakolkmeiersu	Supplemental annual 20	7,500.00
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Account: 930-9200010-79940-000-000-000000 SWALCO - Solid Waste Prog-SWALCO Administration-  
Miscell Contractual Servi--

GROUND UP SNOW & ICE	914315	2703	Blanket Order for SNOW	174.00
ALPHA BUILDING MAINTNE	900186	9468 swl feb 200	Blanket Order for Jani	250.00
GROUND UP SNOW & ICE	914315	2630	Blanket Order for SNOW	174.00
GROUND UP SNOW & ICE	914315	2640	Blanket Order for SNOW	174.00
GROUND UP SNOW & ICE	914315	2644	Blanket Order for SNOW	308.00
GROUND UP SNOW & ICE	914315	2650	Blanket Order for SNOW	308.00
GROUND UP SNOW & ICE	914315	2653	Blanket Order for SNOW	308.00
GROUND UP SNOW & ICE	914315	2663	Blanket Order for SNOW	308.00
GROUND UP SNOW & ICE	914315	2679	Blanket Order for SNOW	174.00
GROUND UP SNOW & ICE	914315	2766	Blanket Order for SNOW	308.00
GROUND UP SNOW & ICE	914315	2833	Blanket Order for SNOW	174.00

GROUND UP SNOW & ICE	914315	2899	Blanket Order for SNOW	308.00
ALPHA BUILDING MAINTNE	900186	9578 SWL	Blanket Order for Jani	250.00
Account: 930-9200010-83010-000-000-000000			SWALCO - Solid Waste Prog-SWALCO Administration-	
Motor Vehicles-----				
28-FEB-09 P Card ImportSpreadsheet	2821	Feb 2008 Procur	02/03/2009 DISCOUNT E	54.91
<b>9200010</b>	<b>Management Center Total</b>			<b>33,773.55</b>

# Household Chemical Waste

Account: 930-9200030-61040-000-000-000000 SWALCO - Solid Waste Prog-Household Hazard Waste-  
Operational Supplies----

28-FEB-09 P Card ImportsSpreadsheetsheet 2821 Feb 2008 Procur 01/19/2009 ACE HARDWA 16.99  
28-FEB-09 P Card ImportsSpreadsheetsheet 2821 Feb 2008 Procur 01/30/2009 WW GRAINGE 811.69

Account: 930-9200030-71150-000-000-000000 SWALCO - Solid Waste Prog-Household Hazard Waste-  
Consultants-----

CLEANHARBORS ENVIRONM 907877 670998973R Blanket Order for Labo 1,543.30  
CLEANHARBORS ENVIRONM 907877 670998964 Blanket Order for Labo 242.27  
CLEANHARBORS ENVIRONM 907877 670998952 Blanket Order for Labo 380.71  
28-FEB-09 P Card ImportsSpreadsheetsheet 2821 Feb 2008 Procur 01/23/2009 SAMSFood f 21.45  
CLEANHARBORS ENVIRONM 907877 670998977R Blanket Order for Labo 1,392.48  
CLEANHARBORS ENVIRONM 907877 670905875 Blanket Order for Labo 190.36  
CLEANHARBORS ENVIRONM 907877 670908792 Blanket Order for Labo 1,330.90

Account: 930-9200030-71630-000-000-000000 SWALCO - Solid Waste Prog-Household Hazard Waste-  
Garbage Disposal----

VEOLIA ENVIRONMENTAL 910815 T200000715530 Trash and recycling se 66.56  
VEOLIA ENVIRONMENTAL 910815 T200000713397 Trash and recycling se 94.20  
VEOLIA ENVIRONMENTAL 910815 T200000721472 Trash and recycling se 66.56  
VEOLIA ENVIRONMENTAL 910815 T200000719328 Trash and recycling se 117.75

Account: 930-9200030-72210-000-000-000000 SWALCO - Solid Waste Prog-Household Hazard Waste-  
Motor Vehicle Maintenance-

VILLAGE OF GURNEE 904794 7960 On an as needed basis 238.00  
VILLAGE OF GURNEE 904794 7961 On an as needed basis 1,380.39

Account: 930-9200030-72410-000-000-000000      SWALCO - Solid Waste Prog-Household Hazard Waste-  
All Other Maintenance And-

28-FEB-09 P Card ImportsSpreadsheet 2821      Feb 2008 Procur      02/06/2009 ERNIE PETE  
480.00

9200030      Management Center Total      8,373.61

## Recycling

Account: 930-9200040-65180-000-000-00000

SWALCO - Solid Waste Prog-Recycling-Miscellaneous

Commodities----

28-FEB-09 P Card ImportsSpreadsheet 2821	Feb 2008	Procur	01/08/2009	THE HOME D	3.92
28-FEB-09 P Card ImportsSpreadsheet 2821	Feb 2008	Procur	01/20/2009	SIGNSDIREC	23.15
28-FEB-09 P Card ImportsSpreadsheet 2821	Feb 2008	Procur	02/05/2009	ULINE *SH	34.00

9200040

Management Center Total

61.07



Account: 930-9200050-71980-000-000-000000      SWALCO - Solid Waste Prog-Affected Area-Affected  
 Area Compensatio-----

INTERFUND-FINANCE ADM	905054	wabla77737	Veolia December 2008 (	46,705.70
INTERFUND-FINANCE ADM	905054	wablamaacfdcc20	wm aacf dec 2008 (for	75,772.17
INTERFUND-FINANCE ADM	905054	veoliajan2009aac	veolia january 2009 aa	40,946.50

9200050	Management Center Total	163,424.37
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Grand Total	205,632.60
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March 26, 2009

**A – 1 . City of Highwood's Request to be SWALCO Member**

**ISSUE:** Whether to recommend to the SWALCO Members that the City of Highwood be accepted as a member of SWALCO.

**RECOMMENDATION:** The Executive Committee voted unanimously (at its meeting on February 19, 2009) to recommend that the Board of Directors vote in favor of admitting the City of Highwood into the Solid Waste Agency of Lake County.

**TIMING:** Routine

**BACKGROUND:** Walter Willis met with City of Highwood officials on January 13, 2009 to discuss the City of Highwood becoming a member of SWALCO. Mr. Willis sent the City a copy of the intergovernmental agreement and explained the various programs and services that SWALCO provides. On February 17, 2009 the City Council voted unanimously to join SWALCO (see attached copy of Highwood's resolution). Highwood has agreed to pay its one-time entry fee of \$5,000 over the next two years and understands its commitment to pay SWALCO's annual O&M fee.

If the SWALCO Board votes to allow Highwood to become a member, then the attached ordinance must be approved by a majority of the corporate authorities of SWALCO before Highwood will formally be approved as a member of SWALCO. You will note that the attached ordinance waives any late fee applicable under the intergovernmental agreement.

**ENCLOSED DOCUMENTS:** 1) City of Highwood's Ordinance regarding membership in SWLACO, and 2) Ordinance approving the City of Highwood as an additional SWALCO member.

**STAFF:** Walter S. Willis, Executive Director

**ORDINANCE 2009- 0- 8**

**AN ORDINANCE CONSENTING TO THE CITY OF HIGHWOOD AS AN  
ADDITIONAL MEMBER OF THE SOLID WASTE AGENCY OF LAKE COUNTY,  
ILLINOIS (SWALCO) WITH NO LATE FEE**

**WHEREAS**, Section 5.3 of the Intergovernmental Agreement establishing SWALCO contains provisions outlining how a Lake County municipal corporation may become an additional member of SWALCO; and

**WHEREAS**, the City of Highwood, Illinois has requested additional membership in SWALCO pursuant to Section 5.3 of the Intergovernmental Agreement but wishes to avoid the payment of a late fee as described by that Section; and

**WHEREAS**, the Board of Directors of SWALCO has determined that the purpose of the inclusion of the late fee in Section 5.3 was to encourage the participation of municipalities to enter into said Intergovernmental Agreement from the beginning and prior to the expenditure or commitment of substantial public indebtedness; and

**WHEREAS**, SWALCO has not yet committed to the expenditure of substantial public indebtedness; and

**WHEREAS**, the inclusion of the City of Highwood would not substantially affect the planning and implementation process of SWALCO at this point in time; and

**WHEREAS**, Section 5.3 of the Intergovernmental Agreement provides for the abatement or waiver of said late fee.

NOW, THEREFORE, BE IT ORDAINED, by the City of Highwood, County of Lake, State of Illinois, as follows:

Section 1. The City of Highwood by and through its Mayor/President and Board of Trustees is authorized to join SWALCO as an Additional Member upon the payment of a late fee in the sum of No Dollars (\$0.00)

Section 2. That the City of Highwood shall be allowed to make its capital contribution to SWALCO upon a payment plan agreed upon by the City of Highwood and SWALCO requiring a payment of \$2,500 per year for two consecutive years. The City of Highwood shall be obligated to sign a Note specifying said obligation.

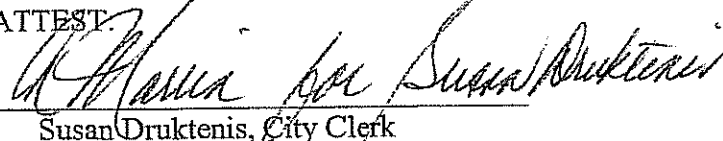
Section 3. That this Ordinance shall be forwarded to the Secretary of SWALCO upon its certification at 1131 N. Estes Street, Gurnee, IL 60031.

PASSED this 17 day of FEBRUARY, 2009.

AYES: 8 NAYS: 0 ABSENT: 0 ABSTAIN: 0.

APPROVED this \_\_\_\_ day of \_\_\_\_, 2009.

  
VINCENT J. DONOFRIO  
Mayor, City of Highwood

ATTEST.  
  
Susan Druktenis, City Clerk

CITY COUNCIL MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Frank Bruni	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Charles Pecaro	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Lenny Cahnmann	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Walter Pieri	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Louise Linari	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Kathy Murphy-Pieri	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Michael Fiore	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
James W. Hospodarsky	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>

CERTIFICATION BY CITY CLERK

I, Susan M. Druktenis, duly elected and qualified CITY CLERK of the CITY OF HIGHWOOD do hereby certify that this Ordinance was passed on the date above written, and published by the authority and direction of the City Council on the 17<sup>th</sup> day of

February 2009.

*Susan M. Druktenis*



## **ORDINANCE 2009-001**

### **AN ORDINANCE CONSENTING TO THE CITY OF HIGHWOOD AS AN ADDITIONAL MEMBER OF THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS (SWALCO) WITH NO LATE FEE**

**WHEREAS**, Section 5.3 of the Intergovernmental Agreement establishing SWALCO contains provisions outlining how a Lake County municipal corporation may become an additional member of SWALCO; and

**WHEREAS**, the City of Highwood, Illinois has requested additional membership in SWALCO pursuant to Section 5.3 of the Intergovernmental Agreement but wishes to avoid the payment of a late fee as described by that Section; and

**WHEREAS**, the Board of Directors of SWALCO has determined that the purpose of the inclusion of the late fee in Section 5.3 was to encourage the participation of municipalities to enter into said Intergovernmental Agreement from the beginning and prior to the expenditure or commitment of substantial public indebtedness; and

**WHEREAS**, SWALCO has not yet committed to the expenditure of substantial public indebtedness; and

**WHEREAS**, the inclusion of the City of Highwood would not substantially affect the planning and implementation process of SWALCO at this point in time; and

**WHEREAS**, Section 5.3 of the Intergovernmental Agreement provides for the abatement or waiver of said late fee.

NOW, THEREFORE, BE IT ORDAINED, BY THE \_\_\_\_\_ AND  
(Mayor/President)  
THE \_\_\_\_\_ OF THE \_\_\_\_\_, COUNTY OF  
(Council/Board) (City/Village)  
LAKE, STATE OF ILLINOIS, AS FOLLOWS:

Section 1. The \_\_\_\_\_ does hereby grant its consent for the  
(City/Village)  
City of Highwood, Illinois to become an Additional Member upon the payment of a late  
fee in the sum of No Dollars (\$0.00).

Section 2. That the City of Highwood shall make its capital contribution to SWALCO  
in the amount of \$5,000.

Section 3. That this Ordinance shall be forwarded to the Secretary of SWALCO, upon its  
Certification, at 1131 N. Estes Street, Gurnee, IL 60031.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.**

AYES:  
NAYES:  
ABSENT:

\_\_\_\_\_  
Mayor/President

ATTEST: \_\_\_\_\_



**A – 2. Insurance Renewal**

**ISSUE:** Insurance coverage renewal

**RECOMMENDATION:** Approval recommended

**TIMING:** Important

**BACKGROUND:** SWALCO has three insurance policies up for renewal this month. The policies are general liability insurance, commercial property insurance and business automotive insurance. Maintaining these policies is vital to our operation and protection of the Agency. These policies renew annually and are due to expire on March 31, 2009, five days after our March Board meeting. Therefore, today's approval of this board item is requested.

SWALCO's insurance policies are maintained by Arthur J. Gallagher Risk Management Services (AJ Gallagher). In January, AJ Gallagher was requested to obtain quotes for renewal of these policies. Policy quotes were solicited from several top rated (class A or better) insurance carriers. AJ Gallagher's efforts, and the current status of the insurance market, resulted in another cost savings from the previous renewal period (approx. \$2,200 less than 2008)

Of the three policies, Berkley-Nautilus is low bid for the general liability insurance at \$18,569/year; Lloyds of London is low bid for the commercial property insurance at \$19,370/year and Northland Insurance is the sole carrier to bid for the automotive insurance at \$2,796/year. Note: the general liability includes the applicable Illinois Surplus Lines Taxes and Stamping Fees; the commercial property insurance includes the applicable policy and inspection fee. All policies exclude terrorism coverage. The total cost for these three policies is estimated to be \$40,735, well within the amount budgeted for fiscal year 2009.

Staff requests your approval to bind these policies and to process the forthcoming invoices (\$40,735) immediately upon receipt.

**FISCAL IMPACT:** Organization 930-9200010, Object Code 72110 - Liability Insurance est. (\$40,735)

**ENCLOSED DOCUMENTS:** AJ Gallagher Executive Summary, Market Review and Summary of Terms & Conditions

**STAFF:** Barbara L. Amadei, Executive and Steve Nelson, HCW Engineer

## Executive Summary

March 16, 2009

**Solid Waste Agency of Lake County (SWALCO)** faces potential liability, property and environmental risk exposures related to its operations of recycling coordinator of "municipal waste" collection for Lake County, Illinois.

Gallagher Environmental Risk and Insurance (GERI) approached leading insurers on **SWALCO's** behalf, for the following coverages:

- **Environmental General Liability** – The incumbent, Berkley-Nautilus Insurance, AIG-Lexington and Ironshore
- **Auto** – The incumbent, Stratford Insurance, Northland Insurance and Commerce & Industry (AIG)
- **Property** – The incumbent, Lloyds of London, Fireman's Fund, Great American and Mt. Hawley

Please refer to the Marketing Summary and the Summary of Terms & Conditions sections of the proposal for the marketing activities of the above-mentioned insurers.

As reflected in this proposal, the incumbents, Berkley-Nautilus and Lloyds of London offered competitive quotes. For the auto coverage, Stratford insurance was no longer available, however a quote was provided by Northland Insurance.

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## Recommendations

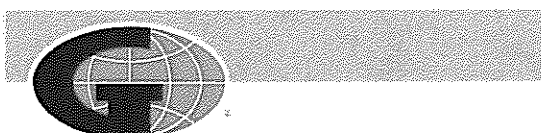
GERI recommends the following insurers for the respective lines of coverage:

- **Nautilus** for Environmental General Liability. Nautilus is the incumbent and has offered a lower premium per the expiring policy premium
- **Northland Insurance** for the Auto. Northland has a superior AM Best Rating A+ XV
- **Lloyds of London for the Property**. Lloyds is the incumbent and is an admitted carrier, therefore the Illinois Surplus Lines Tax and Stamping Fee are not applicable. Lloyds has also offered a lower premium per the expiring policy premium.

GERI has designed and negotiated the renewal coverages for your review and comments. We appreciate the opportunity to present this proposal and to assist SWALCO with its overall environmental insurance program. Please contact Diane Bond at (312) 803-7404 with any questions.

Sincerely,

Diane J. Bond  
Account Executive  
Gallagher Environmental Risk and Insurance



## Market Review

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Accurate and detailed specifications are essential in all of Arthur J. Gallagher & Co. communications to each insurance company contacted.

Insurance Carrier	Coverages	Carrier Position (Quoted/Declined /Indication/Verbal)	Quote Overview/Reason
Nautilus Insurance Company (Berkley)	Environmental General Liability	Quoted	Quote – See Summary of Terms & Conditions
Lexington Insurance Company (AIG)	Environmental General Liability	Declined	Not competitive. Minimum premium \$20,000
Ironshore	Environmental General Liability	Declined	Not competitive
Lloyds of London	Commercial Property	Quoted	Quote – See Summary of Terms & Conditions
Fireman's Fund	Commercial Property	Declined	Non-favorable risk
Great American	Commercial Property	Declined	Too heavy risk for fire exposure
Mt. Hawley	Commercial Property	Declined	Restricted Class
Northland Casualty Company	Business Auto	Quoted	Quote – See Summary of Terms & Conditions
Commerce and Industry (AIG)	Business Auto	Declined	Could not quote w/o the Environmental G.L.
Stratford Insurance (Incumbent)	Business Auto	Declined	Cancelled contract w/ Swett & Crawford

Note: Any entity not named in this proposal, may not be an insured entity. This may include partnerships and joint ventures.

## Solid Waste Agency of Lake County, Illinois

### Summary of Terms & Premium Recap-2009

**Coverage** Environmental General Liability  
**Carrier** Nautilus Insurance Company  
**Form** Environmental General Liability Combined Policy ECP01000 10/2006  
 Coverage D – Contractors Pollution Liability – Included in Policy Form  
 Coverage E – Professional Liability – Included in Policy Form  
**Effective Date** 03/31/2009

Terms/Option	Limit	Retention	Premium
A	<b>Each Occurrence</b> \$1,000,000 <b>General Aggregate</b> \$2,000,000 <b>Contractors Pollution Liability</b> \$1,000,000 <b>Professional Liability</b> \$1,000,000	<b>Commercial General Liability</b> \$5,000 <b>Contractors Pollution Liability</b> \$5,000 <b>Professional Liability</b> \$5,000	\$17,924.00

\*Premium does not include TRIA premium of \$717. \*\* Illinois Surplus Lines Tax and Stamping Fee- 3.6% of the Premium -\$645 is applicable. This is a state requirement.

**Coverage** Commercial Property  
**Carrier** Lloyds of London  
**Form** ISO Commercial Property Form -2001  
**Effective Date** 03/31/2009

Terms/Option	Limit	Deductible	Premium
A	<b>Limits of Liability</b> 1,720,000	<b>Per Occurrence</b> \$5,000	\$18,920.00

\*Premium does not include TRIA premium of \$946.00. \*\*A \$150 policy fee and a \$300 inspection fee are applicable.

**Coverage** Business Auto  
**Carrier** Northland Insurance Company  
**Form** Business Auto Coverage Form – CA 00 01 03 06  
**Effective Date** 03/31/2009

Terms/Option	Limit	Deductible	Premium
A	<b>Auto Liability</b> - \$1,000,000 combined single limit <b>Uninsured Motorists</b> - \$50,000- Per Occurrence <b>Underinsured Motorists</b> - \$50,000 – Per Occurrence	None	\$2,796
	<b>Physical Damage</b> - \$55,000 total insured value	<b>\$2,500- Comprehensive</b> <b>\$2,500 - Collision</b>	

Proposal of Insurance for:

Solid Waste Agency of Lake County, Illinois

## Summary of Terms & Conditions- Nautilus

**Coverage:** Environmental General Liability  
**Carrier:** Nautilus Insurance Company  
**Form #:** Environmental Combined Policy – ECPO1000 10/2006  
**Form Type:** ☒ Per Occurrence  
☒ Claims-Made Professional Liability Only –March 20,2002 Retroactive Date  
☐ N/A Pending and Prior Litigation Dates  
**Effective:** March 31, 2009 to March 31, 2010

Coverage Parts	Limit	Deductible	Premium*
<b>General Liability</b>		\$5,000 – Each Occurrence	
Each Occurrence – Coverage A	\$1,000,000		
General Aggregate (other than products/completed operations)	\$2,000,000		
Products/Completed Operations Aggregate	\$2,000,000		
Personal and Advertising Injury	\$1,000,000		
Damages to Premises Rented to You (any one premises)	\$100,000		
Medical Payments (any one person)	\$5,000		
<b>Contractor's Pollution Liability</b>		\$5,000 – Each Pollution Condition	
Each Pollution Condition – Coverage D	\$1,000,000		
<b>Professional Liability- Claims Made</b>		\$5,000 – Each Claim	
Each Claim- Coverage E	\$1,000,000		
Policy Premium			\$18,641.00

\*Premium includes TRIA premium of \$ 717.00. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

### Statement of Defense Costs:

- ☐ Does Not Apply  
☒ Applicable  
☐ Within policy limits (expenses erode policy limit)  
☒ In addition to policy limit, and if so; (expenses provided in addition to policy limits)



Arthur J. Gallagher Risk Management Services, Inc.

Proposal of Insurance for:

Solid Waste Agency of Lake County, Illinois

## Summary of Terms & Conditions- Lloyds of London

**Coverage:** Commercial Property  
**Carrier:** Lloyd's of London  
**Form #:** Building and Personal Property Coverage Form –CP00 10 04 02  
**Effective:** March 31, 2009 to March 31, 2010

Coverage Parts	Limit	Deductible	Premium*
Building Business Personal Property	\$1,500,000 \$220,000	\$5,000 Per Occurrence	\$19,866.00 Carrier Policy Fee:\$150.00 Inspection Fee: \$300.00

\*Premium includes TRIA premium of \$946.00. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

### Statement of Defense Costs:

- ☒ Does Not Apply  
☐ Applicable

### Significant Terms and Conditions: (Actual policy form should be sought for complete terms and conditions.)

- Special Form – Perils Covered
- Replacement Cost Value
- 90% Coinsurance
- 25% Minimum Earned Premium
- No Flat Cancellation
- All Fees are Non-Refundable

### Significant Exclusions include, but not limited to: (The following is a summary of standard policy exclusions. Actual policy form should be sought for complete terms and conditions.)

- Earth Movement
- Governmental Action
- Nuclear Hazard
- Utility Services

### Significant Endorsements include, but not limited to: (The following is a summary of standard policy endorsements. Actual policy form should be sought for complete terms and conditions.)

- Minimum Earned Premium Clause
- Micro-Organism Exclusion (MAP) - Illinois
- Several Liability Notice
- War and Civil War Exclusion Clause
- Radioactive Contamination Exclusion Clause
- Additional Limitations and Condition Endorsement (Standard)
- Biological or Chemical Materials Exclusion
- Cancellation Clause



Arthur J. Gallagher Risk Management Services, Inc.

Proposal of Insurance for:

Solid Waste Agency of Lake County, Illinois

## Summary of Terms & Conditions - Northland Casualty Co.

**Coverage:** Business Auto  
**Carrier:** Northland Casualty Company  
**Form #:** Business Auto Coverage Form – CA 00 01 03 06  
**Effective:** March 31, 2009 to March 31, 2010

Coverage Parts	Limit	Deductible	Premium
Auto Liability Uninsured Motorist Underinsured Motorist	\$1,000,000 -Combined Single Limit \$50,000 Per Occurrence \$50,000 Per Occurrence	None	\$2,796
Physical Damage	\$55,000 – Total Insured Value	\$2,500 –Comprehensive \$2,500 - Collision	

### Statement of Defense Costs:

- ☒ Does Not Apply  
☐ Applicable

### Significant Terms and Conditions: (Actual policy form should be sought for complete terms and conditions.)

- No Flat Cancellation
- Concealment, Misrepresentation or Fraud

### Significant Exclusions include, but not limited to: (The following is a summary of standard policy exclusions: Actual policy form should be sought for complete terms and conditions.)

- Expected or Intended Injury
- Workers' Compensation
- War
- Fellow Employee

### Significant Endorsements include, but not limited to: (The following is a summary of standard policy endorsements. Actual policy form should be sought for complete terms and conditions.)

- To be determined

### Conditions of the Quote, Coverages, or Binding: (Actual policy forms should be sought for complete terms & conditions)

- Authorization to Bind Coverage
- Completed and signed company application



Arthur J. Gallagher Risk Management Services, Inc.

**A – 3. Electronics Collection Agreements with Cuba and Warren Townships**

**ISSUE:** Approve Intergovernmental Agreements

**RECOMMENDATION:** I recommend approval

**TIMING:** Routine

**BACKGROUND:** The Cuba Township Road District and Warren Township have asked to enter into Intergovernmental Agreements with the Agency to serve as a host sites for the collection of residential electronics. Both intend on hosting electronics collections at their respective Township Facilities. Cuba Township Road District intends to collect electronics year-round on week days during regular business hours and Warren Township intends to conduct a four day collection on April 14 -17.

Staff is supportive of these arrangements and believes that these Agency/Township partnerships will provide a valuable service to residents in the southwestern and central eastern regions of the County.

**ENCLOSED DOCUMENTS:** Intergovernmental Agreement Township of Cuba Road District and the Solid Waste Agency of Lake County, Illinois; Intergovernmental Agreement Township of Warren and the Solid Waste Agency of Lake County, Illinois

**STAFF:** Peter Adrian, Recycling Coordinator



INTERGOVERNMENTAL AGREEMENT  
TOWNSHIP OF CUBA ~~AND~~ *Road District and*  
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

THIS AGREEMENT entered into this *11<sup>th</sup>* day of *March*, 2009, by and between the Township of Cuba, Illinois (TOWNSHIP) and the Solid Waste Agency of Lake County, Illinois (AGENCY).

WITNESSETH:

WHEREAS, the TOWNSHIP is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the AGENCY is a municipal corporation and public body politic and corporate of the State of Illinois which was created by Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Cooperation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, one of the purposes of the AGENCY is to implement the Lake County Solid Waste Management Plan (PLAN) as adopted by the Lake County Board on September 12, 1989 and amended from time to time thereafter; and

WHEREAS, the AGENCY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the AGENCY operates a residential electronics collection and recycling program; and

WHEREAS, the AGENCY maintains a residential electronics recycling and processing contract with United Recycling Industries, or its successor ("the Contractor") in West Chicago, Illinois; and

WHEREAS the AGENCY and the TOWNSHIP want to expand the residential electronics collection program to all Lake County residents; and

WHEREAS, the TOWNSHIP agrees to host and maintain a site to collect residential electronics from Lake County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

**SECTION 4. TOWNSHIP Responsibilities:**

- A. Establish operate and maintain a site to collect and store residential electronics from Lake County residents.
- B. Provide thirty (30) days notice to AGENCY as to the location, operating hours and storage requirements for residential electronics.
- C. Advertise or otherwise inform Lake County residents as to the availability of the site to accept residential electronics.
- D. Maintain records that verify that the residential electronics were collected from Lake County residents.
- E. Provide the Agency and the Contractor no less than three-day notice as to the need to have the Contractor provide a pickup of the residential electronics.
- G. Indemnify, and hold harmless the AGENCY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the TOWNSHIP employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the TOWNSHIP. The TOWNSHIP is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The TOWNSHIP aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The TOWNSHIP in no way takes or claims ownership or accepts liability for the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

**SECTION 5. Term.** The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect. This agreement may be terminated by thirty (30) days written notice by either party.

**SECTION 6. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

**SECTION 7. Waiver.** No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

**SECTION 8. Captions.** The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

**SECTION 9. Notices.** Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

## EXHIBIT 1.

<b>Electronic Equipment Accepted</b>
Desk top PC's (CPU)
Monitors
Keyboards
Mice
Cords & cables (power, USB, etc.)
Modems
Lap top PC's
Main frames
Hard drives
CD ROM/Zip/Tape drives
Palm organizers/Hand held games
UPS Battery Backups
Printers (laser, ink jet)
TV's
VCR, DVD, Laser disc players
video game players
Joysticks/Game controls
Cameras (film)
Cameras (magnetic tape)
Cameras (digital)
Speakers
Radios/Stereo systems
Portable radio/CD players
Radio controlled toys
Electric toy slot cars
Electric toy trains
Typewriters/Word processors
Copy machines
Fax machines
Adding machines
Postage machines
Scanners
Calculators
Paper shredders
Telephones
Cordless telephones
Answering machines
Cell phones
Pagers
CB's/Two -way radios
Blenders
Coffeemakers
Microwaves
Fans
Humidifiers/Vaporizers
Vacuums
Toasters
Power tools
Sewing machines
Waffle irons
Scales
Irons
Hair dryers
Curling Irons
Electric razors
Electric tooth brushes



INTERGOVERNMENTAL AGREEMENT  
TOWNSHIP OF WARREN AND  
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Township of Warren, Illinois (TOWNSHIP) and the Solid Waste Agency of Lake County, Illinois (AGENCY).

WITNESSETH:

WHEREAS, the TOWNSHIP is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the AGENCY is a municipal corporation and public body politic and corporate of the State of Illinois which was created by Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Cooperation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, one of the purposes of the AGENCY is to implement the Lake County Solid Waste Management Plan (PLAN) as adopted by the Lake County Board on September 12, 1989 and amended from time to time thereafter; and

WHEREAS, the AGENCY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the AGENCY operates a residential electronics collection and recycling program; and

WHEREAS, the AGENCY maintains a residential electronics recycling and processing contract with United Recycling Industries, or its successor ("the Contractor") in West Chicago, Illinois; and

WHEREAS the AGENCY and the TOWNSHIP want to expand the residential electronics collection program to all Lake County residents; and

WHEREAS, the TOWNSHIP agrees to host and maintain a site to collect residential electronics from Lake County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

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- C. Advertise or otherwise inform Lake County residents as to the availability of the site to accept residential electronics.
- D. Maintain records that verify that the residential electronics were collected from Lake County residents.
- E. Provide the Agency and the Contractor no less than three-day notice as to the need to have the Contractor provide a pickup of the residential electronics.
- G. Indemnify, and hold harmless the AGENCY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the TOWNSHIP employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the TOWNSHIP. The TOWNSHIP is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The TOWNSHIP aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The TOWNSHIP in no way takes or claims ownership or accepts liability for the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

**SECTION 5. Term.** The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect. This agreement may be terminated by thirty (30) days written notice by either party.

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**SECTION 9. Notices.** Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

## EXHIBIT 1.

Electronic Equipment Accepted
Desk top PC's (CPU)
Monitors
Keyboards
Mice
Cords & cables (power, USB, etc.)
Modems
Lap top PC's
Main frames
Hard drives
CD ROM/Zip/Tape drives
Palm organizers/Hand held games
UPS Battery Backups
Printers (laser, ink jet)
TV's
VCR, DVD, Laser disc players
video game players
Joysticks/Game controls
Cameras (film)
Cameras (magnetic tape)
Cameras (digital)
Speakers
Radios/Stereo systems
Portable radio/CD players
Radio controlled toys
Electric toy slot cars
Electric toy trains
Typewriters/Word processors
Copy machines
Fax machines
Adding machines
Postage machines
Scanners
Calculators
Paper shredders
Telephones
Cordless telephones
Answering machines
Cell phones
Pagers
CB's/Two -way radios
Blenders
Coffeemakers
Microwaves
Fans
Humidifiers/Vaporizers
Vacuums
Toasters
Power tools
Sewing machines
Waffle irons
Scales
Irons
Hair dryers
Curling Irons
Electric razors
Electric tooth brushes





**I - 1. Legislative Update**

**BACKGROUND:** SWALCO and its lobbyist have been working hard this session on several key bills that are relevant to SWALCO's approved 2009 Legislative Policy. Mr. Willis has traveled to Springfield twice in the past several weeks (February 26 and March 11) to testify and lobby regarding SB 99 and SB 125. These and other bills of interest are briefly discussed below:

1. SB 99, Food Scrap Composting – SB 99, and a companion bill in the House, HB 3873, both made it out of Committee and are in their respective chambers on second reading. The bill(s) is supported by SWALCO, the IEPA, the waste industry (through its association, NSWMA) and many other interested restaurants, composters and environmental groups. If enacted the bill will facilitate including food scraps into existing (or new) landscape waste composting sites without requiring local siting. Local zoning is still applicable. In addition new sites must meet specified location standards. Both new and existing sites will need to obtain specialized permits from IEPA and provide legal notice to nearby landowners regarding the proposed operation.
2. SB 125, C&D Recycling Facilities – SB 125 (sponsored by Senator Link) is a SWALCO bill that will allow C&D recycling facilities to be developed in Lake County without going through the local siting process (sites located in Cook and DuPage Counties are currently exempt from both local siting and IEPA permits), but they will be required to obtain a state permit. The bill passed unanimously out of Committee and is on third reading in the Senate chamber.
3. HB 266, Wood as a Fuel Source – HB 266, which SWALCO supports, will count wood that is used as a fuel toward the 75% diversion rate that C&D recycling facilities are required to meet. It does not count this as "recycling" but does clarify that if it is used as a fuel at a properly permitted energy producing facility that it will count toward the 75% diversion goal. The bill was passed out of Committee and is on second reading in the House.

There are several other bills that SWALCO is tracking and commenting on through our lobbyist. The bills discussed above are the bills of primary importance to SWALCO and the ones we have spent the most time working on with sponsors and pressure groups.

**ENCLOSED DOCUMENT:** None

**STAFF:** Walter S. Willis, Executive Director

## **I – 2. Recycling Guidelines Initiative**

**BACKGROUND:** After meeting with staff from Waste Management Recycle America, SWALCO staff began developing an acceptable list of recyclable materials and guidelines for recycling in Lake County to municipalities and their residents. With input from WMRA, staff has developed an informational flyer that features a list of acceptable items and related guidelines that members can utilize to educate their residents. The piece was designed to be a simple one page, go-to recycling guide for the Lake County resident, which would:

- a) provide a fairly comprehensive list of acceptable/recyclable items residents can put into their bins, with special notations and guidelines to address related issues and questions;
- b) address some of the more common and frequent questions related to recycling;
- c) provide a list of some of the more common items that are not acceptable/recyclable, yet tend to end up in bins and at the recycling centers.

These guidelines are being developed to be a definitive source of information for Lake County residents to assist in clarifying some of the misleading and/or outdated information that has been circulating in the public domain. As mentioned above, in addition to a list of items, guidelines and notes were added to try and address some of the more frequent questions and concerns that residents have with regards to curbside recycling. Staff anticipates that each member will be able to utilize this information in either a published or web-based format. The information will also be provided to the waste hauling community with the recommendation that they utilize the information in their educational efforts.

This is to be the first step in a reeducation campaign that is intended to make recycling less prohibitive and encourage residents to recycle more, while reducing the amount of non-acceptable materials that are often found in the residential recycling stream.

Future efforts will focus on the development of a power point presentation and a possible video presentation which members may utilize within their communities to enhance their education efforts. Staff hopes to have a first draft of the piece to handout at the Board meeting in March.

**STAFF:** Merleanne Rampale, Public Information Officer



# LAKE COUNTY CURBSIDE RECYCLING GUIDELINES

## MIX THESE ITEMS TOGETHER IN YOUR RECYCLING CART OR BIN

**NEWSPAPERS  
MAGAZINES  
CATALOGS  
BOOKS  
PHONEBOOKS**

**CARDBOARD**

**SCRAP PAPER  
SHREDDED PAPER**

**RIGID HOUSEHOLD  
PLASTIC CONTAINERS**

#1 PET: water and soda bottles  
#2 HDPE: milk, detergent, shampoo containers  
#3 V: chemical, cooking oil containers  
#4 LDPE: lids, caps, rings, six-pack rings  
#5 PP: yogurt, butter, cosmetic containers

**METAL CANS**

**ALUMINUM FOIL**

**GLASS CONTAINERS**

## ACCEPTABLE

Includes ads, inserts, postcards, hard cover, soft cover and miscellaneous paper.

Flatten cardboard boxes. Large boxes must be cut into 3' x 3' pieces.

Includes mail, envelopes, copy paper, office paper, greeting cards, paper egg cartons, paper tubes, wrapping paper and cereal/food boxes. Place shredded paper into paper bags.

Plastic containers numbered 1-5 including caps, rings, lids and labels.

Includes aluminum, tin, and steel food and spray cans. Caps, lids, pull tabs and labels may remain on the containers. Place metal lids inside cans.

Aluminum foil and foil trays.

Glass bottles and jars. Mix all colors together. Caps, lids, rings and labels may remain on the containers.

## NOT ACCEPTABLE

Materials should be free of plastic bags and wrappers.

Do not include cardboard that contains food residue or wax-coating.

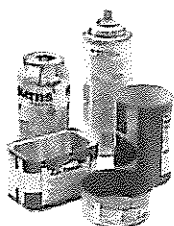
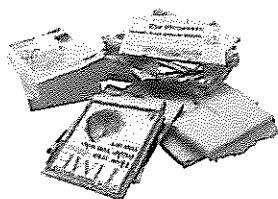

Do not include bath tissue, paper towels, photos, laminated paper, or paper coated with food, wax or foil. Remove plastic bags and plastic wrappers.

Containers should be empty and free of excess liquids and food residue. Plastics numbered 6 and 7 cannot be recycled in Lake County. Do not include utensils, plates, paper milk/juice cartons, toys, plant pots, garden hose or pools.

Containers should be empty and free of excess liquids and food residue. Do not include fire extinguishers, propane and helium gas tanks, utensils, hangers, small appliances, batteries or auto parts.

Foil should be free of food residue.

Do not include light bulbs, mirrors, bake ware, ceramics, drinking glasses, window and auto glass.

Plastic bags and wrappers should be stuffed into one bag and be tied tightly closed and recycled at your nearest grocery or retail store.

**RECYCLE  
PLASTIC BAGS**

Items on the NOT ACCEPTABLE list may contaminate an entire load of recyclables and **SHOULD NOT** be placed in your recycling cart or bin. Please be mindful as you recycle.

**NO** foam  
**NO** food or garbage  
**NO** holiday lights

**NO** toys  
**NO** clothes hangers  
**NO** wire

**NO** utensils  
**NO** paint cans  
**NO** batteries

THIS INFORMATION WAS LAST REVISED AS OF 3/13/2009. FOR MORE INFORMATION ON HOW TO PROPERLY RECYCLE OR DISPOSE OF ITEMS NOT LISTED, PLEASE CONTACT SWALCO AT (847) 336-9340 OR VISIT [WWW.SWALCO.ORG](http://WWW.SWALCO.ORG)

### **I – 3. Status of The Citizens Advisory Committee (CAC) and Plan Update**

**BACKGROUND:** The role of the CAC is critical to the development of the 5 year Plan Update that is reflective of the various interests of the County. The CAC will be actively involved in the planning process and will work closely with SWALCO staff and its consultant to develop a consensus-based Plan Update. The importance of the CAC is recognized by the Illinois Solid Waste Planning and Recycling Act, which states:

*Prior to adopting a waste management plan for submission to the Agency (IEPA), the county shall form an advisory committee, which shall include representatives from municipalities within the county, citizen organizations, industry, the private solid waste management industry operating within the county, local recyclers and any other persons deemed appropriate by the county. The advisory committee shall review the plan during its preparation, make suggestions and propose any changes it believes appropriate.*

The first meeting of the CAC was held on January 28<sup>th</sup>, 7 p.m. at SWALCO's office in Gurnee. All but three members of the committee attended the meeting. Introductions were made. This first meeting was of a general nature and addressed the role of the Committee in the Plan Update process. Walter and Merleanne met with the group and provided an overview of the existing 2004 recommendations.

The second meeting of the CAC was held on February 25 at 6:30 p.m. at the SWALCO office. Members who had not attended the first meeting were introduced to the group. An overview of the Public Information and Education programs and projects recommendations was given by SWALCO's PIO, Merleanne Rampale. An overview of the Recycling programs and projects recommendations was given by Pete Adrian, SWALCO's Recycling Coordinator. CAC members involved in the recycling industry shared brief overviews of their operations in Lake County. There was a short break with a tour of the HCW (Household Chemical Waste) facility. After the tour, an overview of the Household Chemical Waste programs was given by SWALCO's HCW Engineer, Steve Nelson. An opportunity for comments and input was given to the committee members as each section was presented. At the end of each section the CAC voted to approve the revised recommendations. The group will review additional sections of the plan overview at the next meeting/s. There will be time for further review and feedback as the full overview and recommendations are shared and discussed. The next meeting is tentatively scheduled for April 29, 2009 at 6:30 pm.

**STAFF:** Merleanne Rampale, Public Information Officer, Walter Willis, Executive Director

**I – 4. April/May HCW Collection Events**

**BACKGROUND:** SWALCO's fiscal year 2009 Household Chemical Waste (HCW) Collection Program will consist of thirty two (32) collection events, twenty four (24) public drop-off events and eight (8) mobile collection events. The mobile events will be held at various locations throughout the County from April through November. An average of two public drop-off events will be conducted each month at our Gurnee facility supplementing the periods between the mobile events.

Below is a listing of HCW event dates and locations that are confirmed for April-May 2009. This information is available for immediate advertisement.

<b><u>Date</u></b>	<b><u>Collection Event Type</u></b>	<b><u>Site Location</u></b>
April 11 <sup>th</sup>	Public Drop-off Event	SWALCO's Gurnee Facility
April 18 <sup>th</sup>	Mobile Collection Event	Fox Lake Streets Department
April 22 <sup>nd</sup>	Public Drop-off Event	SWALCO's Gurnee Facility
May 2 <sup>nd</sup>	Mobile Collection Event	Vernon Hills Metra Station
May 9 <sup>th</sup>	Public Drop-off Event	SWALCO's Gurnee Facility
May 18 <sup>th</sup>	Public Drop-off Event	SWALCO's Gurnee Facility

SWALCO will conduct a HCW public drop-off event at our Gurnee facility on the second Saturday of each month during 2009. Staff will continue to lock in dates and locations for upcoming public drop-off and mobile collection events. This information will be made available for advertisement once confirmed. **Please assist us in advertising our events by placing information on your municipal websites and newsletters.**

**ENCLOSED DOCUMENTS:** None

**STAFF:** Steve Nelson, Household Chemical Waste Engineer

## **I – 5. 2008 Residential Electronics Collection Program Summary**

**BACKGROUND:** Attached is a summary of all Residential Electronics Collection Programs operating in 2008. A total of sixteen host collection sites accepted residential electronics in 2008. In summary, a total of 11,841 participants have delivered electronics to our host locations resulting in a total of 564.50 tons (1,129,000 pounds) of material being recycled by our contractor in 2008. These totals represent a 52% increase in drop-off traffic and a 42% increase in e-scrap tonnage over 2007 totals.

Since the inception of this program beginning in 2000, a total of 3.4 million pounds have been collected from 32,889 participants making SWALCO's Residential Electronics Collection Program the largest and longest operating program collecting electronics from residential sources within the State of Illinois. Our program is considered a model that other municipal, county and state officials will emulate upon the implementation of the Illinois Electronics Recycling Act that becomes effective in 2010.

In 2008 the Agency expanded the scope of the collection program to allow county schools and governmental entities to participate. Schools were offered an opportunity to deliver electronics the day prior to the September 13 public collection at Lake County DOT in Libertyville. The Waukegan school district had such a large volume that they alone filled up three 53 foot semi-trailers totaling 26.46 tons (52,920 pounds). The agency plans on offering this opportunity to our schools and municipalities again this spring.

Since July 1, 2007 the Agency has been operating our Program under a no cost contract with SIMS Recycling Solutions. Our contract with SIMS runs through November 30, 2009. Additionally, the Agency may, with mutual consent from SIMS, extend our no cost contract through November 30, 2010.

Staff is continuing to discuss program expansion opportunities with several of our members and townships. It is anticipated that there will be several more new host collection locations being established in the coming months in hopes of providing residents greater opportunities to recycle their electronics.

Looking to the future, staff anticipates that with additional collection locations added in 2009, the program will continue to exceed previous years' collection totals. We have set a goal for SWALCO of diverting two million pounds of electronics from the landfills in 2009.

Staff will continue to periodically report results and accomplishments.

**ENCLOSED DOCUMENTS:** Electronics Collection Program 2008 Summary

**STAFF:** Walter Willis, Executive Director; Peter Adrian, Recycling Coordinator

# SWALCO RESIDENTIAL ELECTRONICS COLLECTION PROGRAM 2008 SUMMARY

2008 COLLECTION SITES	Number of Participants	Number of TV's	Weight of TV's (lbs)	Number of Monitors	Weight of Monitors (lbs)	E-Scrap (lbs)	TOTAL TONS
Deerfield 3/15, 5/17, 7/19, 9/6, 9/20, 11/15 (Saturdays 9 a.m. - 11 a.m.)	430	206	10,262	301	10,534	18,950	19.87
Fox Lake 6/16 - 6/27, 9/15 - 9/26 (Monday - Friday 8 a.m. - 3 p.m.)	90	57	2,600	85	3,319	4,402	5.16
Grant Township 4/4 - 12/31 (Ongoing Monday - Friday 8:00 a.m. - 2:30 p.m.)	530	257	16,266	356	12,562	27,507	28.17
Gumee 1/25, 8/20 (7:30 a.m. - 2:30 p.m.)	842	232	15,738	655	26,412	38,563	40.36
Highland Park 1/4 - 12/30 (Ongoing Tuesdays & Fridays 7 a.m. - 1 p.m.)	2,804	796	40,938	1,535	53,176	116,231	105.17
Lake Forest 7/26 (Saturday 9 a.m. - Noon)	159	87	3,669	139	4,690	10,206	9.28
Lake Forest 4/1 - 2/1/31 (Municipal Collection)	331	298	18,719	205	7,463	7,383	16.78
Libertyville 6/7 (Saturday 9 a.m. - Noon)	85	18	1,303	70	2,748	3,214	3.63
Libertyville/Lake County DOT 9/13 (Saturday 8 a.m. - 2:30 p.m.)	650	353	19,451	515	17,560	39,984	38.50
Lindenhurst 4/26, 6/21, 10/18 (Saturdays 9 a.m. - Noon)	640	274	15,300	468	16,417	25,758	28.74
Mundelein 5/1 - 10/31 (Monday - Friday 9 a.m. - 2:30 p.m.)	1,921	722	40,756	964	34,593	75,103	75.23
Round Lake 1/8, 3/11, 5/13, 7/8, 9/9, 11/11 (Tuesdays 8 a.m. - 5 p.m.)	351	151	9,090	270	9,926	19,058	19.04
Round Lake Beach 2/21, 4/17, 6/19, 8/21, 10/16, 12/18 (Thursdays 8 a.m. - 3 p.m.)	227	81	4,945	180	6,493	10,486	10.96
Vernon Hills 4/26, 9/27 (Saturdays 9 a.m. - Noon)	475	196	11,299	274	9,511	19,235	20.02
Vernon Township 5/12 - 5/16 (7:30 a.m. - 3:30 p.m.)	364	146	5,398	444	15,584	29,249	25.12
Wauconda 1/1 - 12/31 (Ongoing Monday - Friday 8:30 a.m. - 11:30 am)	1,023	357	24,035	568	23,173	38,923	43.07
Wauconda Township 1/5, 2/2, 3/1, 4/5, 5/3, 6/7, 7/12, 8/2, 9/6, 10/4, 11/1, 12/6 (Saturdays 9 a.m. - Noon)	794	385	23,361	548	20,382	41,620	42.68
Winthrop Harbor 10/3&4 (Friday 8 a.m. - 3:00 p.m., Saturday 9 a.m. - Noon)	125	65	4,152	77	2,920	5,462	6.27
Waukegan School District 9/11, 9/17, 11/4		9	869	1,052	34,677	17,381	26.46
<b>TOTAL OF 2008 COLLECTIONS</b>	<b>11,841</b>	<b>4,690</b>	<b>268,151</b>	<b>8,706</b>	<b>312,140</b>	<b>548,715</b>	<b>564.50</b>
<b>TOTAL OF 2000 - 2007 COLLECTIONS</b>	<b>21,048</b>	<b>7,135</b>	<b>466,889</b>	<b>16,633</b>	<b>578,032</b>	<b>1,126,600</b>	<b>1,136.00</b>
<b>TOTAL OF 2000 - 2008 COLLECTIONS</b>	<b>32,889</b>	<b>11,825</b>	<b>735,040</b>	<b>25,339</b>	<b>890,172</b>	<b>1,675,315</b>	<b>1,700.50</b>

Memo to the Board of Directors

March 26, 2009

**I – 6. Health Department Report**

DATE: March 16, 2009

TO: Walter S. Willis, Executive Director  
SWALCO Board of Directors

FROM: Michael F. Kuhn, Solid Waste Unit Coordinator

RE: Solid Waste Inspection and Enforcement Program Report

Countryside Landfill Inc. (CLI)

CLI's response to the Violation Notice L2008 LK 272 was reviewed by the Enforcement Decision Group and was not accepted. A Request for Enforcement Decision Document was submitted to the Illinois EPA's Division of Legal Council requesting the case be referred to the Illinois Attorney General's Office.

One landfill gas odor complaint was received on February 25<sup>th</sup>. Five were received on March 13<sup>th</sup>, between 5:45 p.m. and 8:00 p.m. Two of the residents also said odors were noticed during the previous night. CLI was contacted but could not identify any specific cause or source for the odors. CLI continues to add cover material in the southeast section of the landfill if gas/odors are noticed on site in the area. Approximately 2300 scfm of gas is being consumed at the co-gen plant when all engines are running and approximately 1000 scfm is combusted in the flare.

Veolia ES Zion Landfill

Two additional gas extraction wells were installed in Cell 3 in the southeast area of the landfill where gas odors had been detected. Soil is being placed over the top of Cells 1 through 5. Approximately 50% of the area has been coved with soil to date. Installation of the odor neutralizing system is scheduled to begin on Thursday, March 19<sup>th</sup>. The facility is burning approximately 2830 scfm of gas (permanent flare 980 scfm and the candle stick flare 1850 scfm). Another 2400 scfm of gas is being consumed by the engines at the co-gen plant. Two off site odor complaints were received in January, one the 23<sup>rd</sup> and another on the 28<sup>th</sup>. No odor complaints were received in February or, to date, in March.

Proposed Compost Facilities and Landscape Material Transfer Stations

The Countryside Landscape Facility located in Round Lake submitted an application to the Illinois EPA on February 9<sup>th</sup> to operate a compost facility. On March 9<sup>th</sup> Mariani Landscape Design in Lake Bluff submitted applications to operate a compost facility and landscape material transfer station. The facilities will be for their own use. The applications are under review.



## **I – 7. Project and Program Updates**

**BACKGROUND:** The following are updates on several projects and programs we are currently working on:

1. SWALCO staff continues to assist several members with hauling contract issues, including Mundelein (residential contract), Lincolnshire (commercial business survey), and Wauconda (commercial business survey). Pete and Walter met with Wauconda Township on March 5<sup>th</sup> to discuss the Townships upcoming referendum question regarding awarding an exclusive residential contract in the Township. Pete attended a public meeting regarding the referendum question on March 11<sup>th</sup>. Walter met with Deerfield on March 17<sup>th</sup> regarding a commercial business survey. Finally, Walter met with Highland Park and WMI on March 18th to review the first quarter results from Highland Park's commercial franchise.
2. Walter Willis met with the Lake County Health Department to begin negotiations on an intergovernmental agreement with the Health Department regarding funding the Department's enforcement program once SWALCO begins collecting the local surcharge directly. Walter has also instructed Larry Clark to develop an agreement between Lake County and SWALCO regarding the host fees, surcharge fees, fund balance transfer and funding of the Health Department.
3. SWALCO is still waiting to hear back from both Veolia and WMI on our latest responses to both of them regarding amending the existing host agreements (and negotiating a new agreement with Veolia on the expansion). We have been waiting for over 2 months for both entities to get back with us.
4. HDR has completed its evaluation of the odor issue at the Countryside Landfill. The HDR memo and WMI's response to the recommendation in the memo were both sent to SWALCO members on March 16<sup>th</sup>. On March 17<sup>th</sup> the County issued a press release regarding the study. Walter is scheduled to discuss the study at the Lake County Public Works Committee meeting on April 1<sup>st</sup>. Walter will provide a brief overview of the recommendations at the meeting on March 26<sup>th</sup>.
5. Walter Willis met with Republic Services Inc. (which recently completed its acquisition of Allied Waste Industries) on March 4<sup>th</sup> to discuss Republic's interest in providing more collection services in Lake County. Republic is also interested in negotiating a host agreement with SWALCO to compensate the Agency for waste collected from SWALCO members that is taken to one of Republic's landfills in Wisconsin. We currently have a similar agreement with WMI with respect to the Pheasant Run Landfill in Wisconsin.
6. Walter Willis and Steve Nelson met with Peter Kolb (Lake County Dept. of Public Works) to discuss joint marketing of SWALCO's pharmaceutical take back program (part of our HCW program) with Public Works and the Lake County Health Department. The goal is to work jointly to better inform residents of SWALCO's ability to accept and properly dispose of pharmaceuticals.
7. SWALCO staff met with a website design consultant on March 13<sup>th</sup> and have asked him to prepare a cost proposal to redesign SWALCO's website. Staff will also be contacting two other consultants to modify the website, but remain within the County system. The proposal and discussions with the two consultants will be discussed at the next Executive Committee meeting in April.
8. The USEPA has issued a RFP for grant money to increase recycling of municipal waste. Two areas targeted by the RFP are food waste collection and composting, and

construction & demolition debris management. Both areas are of interest to SWALCO. If any members are interested in working with SWALCO on a grant application please let us know ASAP. Proposals are due April 13<sup>th</sup>.

9. The Plastic Bag Task Force met on January 21, 2009 to further the effort to establish a county wide plastic bag recycling program. Letters have been sent out to retail and grocery establishments in Lake County asking them to participate in the program, with the first step being filling out a survey developed by SWALCO and the project partners. The goal is to start the program later this spring and continue it for several months.
10. There have been some personnel changes at WMRA. Mr. Van Tholen is no longer with WMI and Don Schmidt has retired. The new manager of the facility is Mike Tunney. Pete and Walter met with Mike on March 18<sup>th</sup>. Based on the first three months of data for 2009 SWALCO members will not be receiving a Per Ton Rebate for the first quarter.

**STAFF:** Walter Willis, Executive Director